UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/714,315	11/16/2000	Sharon Greener	GS1-0006US	6479

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EXAMINER
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ART UNIT	PAPER NUMBER
3691	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS,
WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *17 November 2008*.
2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.
3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
     closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-4 and 63-77* is/are pending in the application.
     4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5)☐ Claim(s) _____ is/are allowed.
6)☒ Claim(s) *1-4 and 63-77* is/are rejected.
7)☐ Claim(s) _____ is/are objected to.
8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.
10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.
     Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
     Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
     a)☐ All   b)☐ Some * c)☐ None of:
         1.☐ Certified copies of the priority documents have been received.
         2.☐ Certified copies of the priority documents have been received in Application No. _____.
         3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
             application from the International Bureau (PCT Rule 17.2(a)).
     * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☐ Information Disclosure Statement(s) (PTO/SB/08)
     Paper No(s)/Mail Date _____.
4)☐ Interview Summary (PTO-413)
     Paper No(s)/Mail Date. _____.
5)☐ Notice of Informal Patent Application
6)☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

A request for continued examination under 37 CFR 1.114, including the fee set forth in

37 CFR 1.17(e), was filed in this application after final rejection. Since this application is

eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e)

has been timely paid, the finality of the previous Office action has been withdrawn pursuant to

37 CFR 1.114. Applicant's submission filed on 11/17/2008 has been entered.

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or
> any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and
> requirements of this title.

Claims 63-71, 1-4 are rejected under 35 U.S.C. 101 because the claimed invention is

directed to non-statutory subject matter.

Here, the state of the law with respect to statutory subject matter eligibility under §101 is

evolving and is presently an issue in several cases under appeal at the Federal Circuit with regard

to process claims. As presently understood, based on Supreme Court precedent and recent

Federal Circuit decisions, [see Diamond v. Diehr, 450 U.S. 175, 184 (1981); Parker v. Flook,

437 U.S. 584, 588 n.9 (1978); Gottschalk v. Benson, 409 U.S. 63, 70 (1972); Cochrane v.

Deener, 94 U.S. 780, 787-88 (1876)] a §101 statutory process must (1) be tied to another

statutory class (e.g. such as a particular apparatus) or (2) transform underlying subject matter

(such as an article or materials) to a different state or thing. If neither of these requirements is

met, a method is not a patent eligible process under §101 and should be rejected as being

directed to non-statutory subject matter.

To qualify as a §101 statutory process, the claim should (1) positively recite another

statutory class (e.g. thing or product) to which it is tied (e.g. by identifying the apparatus that

accomplishes the method steps) or (2) positively recite the subject matter that is being

transformed (e.g. by identifying the material that is being changed to a different state).

As per Claims 63-71, 1-4, Examiner asserts that said method steps (not the preamble)

could be performed by merely mental steps (e.g. can be performed by mental process or human

intelligence alone). Here, Applicant does not adequately tie his/her steps to another statutory

class to qualify as a §101 statutory process.

Examiner notes that the preamble of the claim recites computer-implemented method,

however, the body of the claim does not have any apparatus tied to any of the method steps.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making
and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it
pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode
contemplated by the inventor of carrying out his invention.

Claims 63-77 and 1-4 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

The limitation "viewing the sales risk.." does not have support in the originally filed disclosure. Applicant is request to cite portion(s) of the disclosure that teaches this limitation.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 63-77 and 1-4 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

It is not clear what the limitation "viewing sales risk" means. Is sales risk a value or quantity? Appropriate clarification is required.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person

having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1.   Determining the scope and contents of the prior art.
2.   Ascertaining the differences between the prior art and the claims at issue.
3.   Resolving the level of ordinary skill in the pertinent art.
4.   Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 64-69, 71-77 and 2-3 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pool et al (US 6460020) ("Pool") in view of Riboud et al (US 6269345) ("Riboud")/Szoc et al (USPAP 20020023053) ("Szoc").

Re claims 64, 72 and 77: Pool teaches a computer-implemented method for determining values of multiple interrelated parameters of an e-commerce transaction across multiple currencies to manage a sales risk, comprising: linking the multiple interrelated parameters of the e-commerce transaction in one or more feedback loops such that calculating each parameter affects calculating at least some of the other parameters; wherein calculating each parameter provides an output value used as one of multiple input values for calculating at least some of the other parameters, and calculating each parameter uses as input the output values from calculating at least some of the other parameters; calculating the multiple interrelated parameters using output values from one calculation as input values for the next calculation (Abstract, col. 6, lines 19-36, col. 7, lines 28-42, Appendix II (cols. 15-16), *"parameters interpreted as price in different currencies, insurance, shipping, taxes etc"*).

Pool does not explicitly teach calculating the multiple interrelated parameters using output values

from one calculation as input values for the next calculation *until values within respective*

predetermined tolerance levels are achieved for each parameter; determining the values of the

multiple interrelated parameters based on the respective predetermined tolerance levels;

wherein achieving the respective predetermined tolerance levels for each parameter comprises

monetary conversions, set parameters, a market spot price relating to currency, or an adjustment

to a set currency price..

However, Pool teaches monitoring the spot price relating to currency; adjusting the market spot

price based on a negotiated tolerance level for a particular commerce participant; and viewing

the sales risk based on the values of the multiple interrelated parameters (col. 6, lines 32-36; *the*

price can be adjusted (higher price) to compensate for wide swings in currency conversion

values and presented to the customer).

Szoc suggests that an approved transaction between a merchant and consumer can be fixed with

respect to exchange rate changes within certain limits. That is, as long as the exchange rate is

within these limits, the transaction is fixed. However, if the exchange rate falls outside this

limits, it exposes the operator and/or merchant and consumer to greater risk of loss, thereby

necessitating an adjust in price (paragraph 0010)

Riboud in the same field of art teaches the concept of monitoring and comparing the exchange

rate of currencies with predetermined upper and lower threshold; and viewing the sales risk

based on the values of the parameters (abstract; col. 1, lines 14-37; col. 2, lines 31-44; col. 8,

lines 48-61; fig 5). Therefore, it would have been obvious to one of ordinary skill in the art at the

time of the invention to modify Pool to include these features as taught by Riboud/Szoc for the

obvious reason of reducing the risks associated with currency fluctuations in international

commercial transactions.

Re claims 65 and 73: Pool teaches wherein linking the multiple interrelated parameters includes

linking one or more of: a sales price for a good or service of the e-commerce transaction; a

current price for each of the multiple currencies; a cost for an exchange between two of the

multiple currencies; a cost of credit to be extended to a buyer of the good or service; a sales risk

of the e-commerce transaction; an amount of insurance to cover the sales price; a cost for the

amount of insurance; and a shipping or handling cost (Abstract, col. 7, lines 28-42).

Re claims 66 and 74: Pool teaches receiving one or more real-time feeds of changing input

values, wherein each real-time feed provides a dynamic input value for calculating at least some

of the multiple interrelated parameters (Abstract, col. 7, lines 28-42).

Re claims 67 and 75: Pool teaches wherein receiving the one or more real-time feeds includes

receiving a feed of a dynamic input value selected from the list of dynamic input values: a

fluctuating exchange factor between two of the multiple currencies; a fluctuating value of the

good or service being transacted; a fluctuating spot price of one of the currencies; a renegotiable

currency price; a fluctuating tolerance level for one of the parameters; a fluctuating

creditworthiness of the buyer; a fluctuating volume discount factor; a fluctuating buyer discount

factor; a fluctuating time window for the e-commerce transaction; a fluctuating sales volume

history of the good or service; a fluctuating volume of business of the buyer; a fluctuating

competing bid; a fluctuating procurement cost of the good or service; a fluctuating risk

associated with the buyer or seller; a fluctuating payment history; a current type or designation of

the good or service; and a fluctuating amount of collateral (Abstract, col. 6, lines 19-22).

Re claims 68 and 76: Pool teaches wherein in response to receiving a change in one of the

dynamic input values, re-calculating the multiple interrelated parameters a sufficient number of

times to obtain a stable value within a threshold for each of the multiple interrelated parameters

(Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claim 69: Pool teaches wherein a sales price parameter partly determines and is partly

determined by a risk of transaction parameter; wherein the risk of transaction parameter partly

determines and is partly determined by an amount of insurance parameter; wherein the sales

price parameter partly determines and is partly determined by the amount of insurance

parameter; and wherein the sales price parameter is partly determined by a price of currency

parameter (Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claim 71: Pool teaches wherein a spot currency price changes a sales price for a good or

service of the e-commerce transaction; a currency exchange cost changes the sales price; a cost

of credit changes the sales price; a sales risk of the e-commerce transaction changes the sales

price; an amount of insurance to cover the good or service changes the sales price; a shipping or

handling cost changes the sales price; and the sales price changes the currency exchange cost, the

cost of credit, the sales risk, the amount of insurance, and the shipping and handling cost

(Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claim 2: Pool teaches transmitting via a transmission medium and a communications network, the calculated aggregated price to a network access device with a participant in the transaction wherein the aggregate price is converted to the amount and units of the participant's type of currency (col. 5, lines 58-67).

Re claim 3: Pool teaches transmitting to the network access device a detail of the price, wherein the detail comprises: the cost of credit, based upon the amount of currency involved in the transaction, the period allowed until repayment, the rate of interest, and the volume of business the participant transacts; the cost for exchange of currency; and the amount of first a currency relating to the price of the deliverable good or service (col. 5, lines 58-67, col. 4, lines 16-20).

Claims 1,4, 63 and 70 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pool in view of Riboud/Szoc as applied to claim 64 above, and further in view of Boesch et al (US 5897621) ("Boesch").

Re claims 1,4, 63 and 70: Pool and Riboud/Szoc do not explicitly teach determining a cost for credit to be extended to a participant of the e-commerce transaction, wherein the credit is extended based upon one or more of the parameters comprising a volume of business a credit provider conducts with a participant, a type of deliverable and collateral for the credit;

calculating a cost for exchange of a first currency to a second currency, wherein the cost of

exchange is based upon one or more of the parameters comprising currencies involved in the

transaction, an aggregate volume of currency exchanged by the participant and the amount of the

associated transaction, and is effective for a predetermined period of time; and calculating an

aggregate price to the customer for the good or service wherein the aggregate price comprises an

aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency

relating to the price of the deliverable; wherein a cost of credit parameter partly determines and

is partly determined by a sales price parameter; wherein the cost of credit parameter is partly

determined by a creditworthiness parameter; and wherein the sales price parameter is partly

determined by the creditworthiness parameter; discounting the cost for exchange of currency

according to a volume discount parameter relating to aggregate volume associated with a

participant in the transaction.

Boesch, in the same field of endeavor teaches determining a cost for credit to be extended to a

participant of the e-commerce transaction, wherein the credit is extended based upon one or

more of the parameters comprising a volume of business a credit provider conducts with a

participant, a type of deliverable and collateral for the credit; calculating a cost for exchange of a

first currency to a second currency, wherein the cost of exchange is based upon one or more of

the parameters comprising currencies involved in the transaction, an aggregate volume of

currency exchanged by the participant and the amount of the associated transaction, and is

effective for a predetermined period of time; and calculating an aggregate price to the customer

for the good or service wherein the aggregate price comprises an aggregate of the cost of credit,

the cost for exchange of currency and the amount of first currency relating to the price of the

deliverable; wherein a cost of credit parameter partly determines and is partly determined by a

sales price parameter; wherein the cost of credit parameter is partly determined by a

creditworthiness parameter; and wherein the sales price parameter is partly determined by the

creditworthiness parameter (col. 9, lines 11-39); discounting the cost for exchange of currency

according to a volume discount parameter relating to aggregate volume associated with a

participant in the transaction (col. 8, lines 54-58). It would have been obvious to one of ordinary

skill in the art at the time of the invention to modify Pool to include these steps as taught by

Boesch. One would have been motivated to do so in order to ensure that these parameters are

linked to and dependent on other parameter, thereby enhancing the effectiveness and

functionality of the system.

Response to Arguments

Applicant's arguments filed 11/17/2008 have been fully considered but they are not

persuasive.

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Regarding claims 64-69, 71-77, and 2-3: In response to applicants' argument that Pool fails to

teach "calculating the multiple interrelated parameters using output values from one calculation

as input values for the next calculation until values within respective thresholds are achieved for

each parameter". Examiner respectfully disagrees. Examiner interprets this limitation as reading

on the various calculations for packaging, shipping, taxes, duties, insurance, etc (see col. 7, lines

28-42). All these parameters are all interrelated. The output from the destination is used to calculate the shipping, the cost of shipping determines taxes payable (as a percentage) and the nature/cost of the package determines the amount of insurance. All these parameters depend on one another. Also, examiner asserts that the resultant output of each parameter is within the threshold of each parameter as determined by the exchange rate. Fluctuation in the value of the currency can be determined and prices (including taxes, shipping etc) can be adjusted for wide swings in the currency conversion values (col. 6, lines 20-36).

Re claims 1, 4, 63, and 70: In response to applicants' argument that Pool and Boesch fail to teach "determining a cost of credit....the credit is extended based upon one or more of the parameters comprising volume of business a credit provider conducts with a participant, a type of deliverable and collateral for the credit". Examiner respectfully disagrees. Boesch discusses differentials as being based on creditworthiness of the users, and that it may be the acceptable deficit balance that the users are allowed to incur (Boesch, col. 8, lines 54-58, col. 9, lines 11-39). Boesch also discusses collateral based approval at col. 9, lines 40-52.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to OLABODE AKINTOLA whose telephone number is (571)272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for

the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Olabode Akintola/

Examiner, Art Unit 3691